

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 88	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA248-15-R-0828	
6. SOLICITATION ISSUE DATE 07-21-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME Johnny Jones johnny.jones3@va.gov		b. TELEPHONE NO. (No Collect Calls) 813 631 2817		8. OFFER DUE DATE/LOCAL TIME 08-31-2015 4:00 pm EST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Suite 525 Tampa FL 33637				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 485991 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs James A. Haley Veterans Hospital (90C) 13000 Bruce B. Downs Blvd Tampa FL 33612				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Tampa FL 33637			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE:	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>						FAX:	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Prospective offerors shall respond to this Request For Proposal (RFP) to provide handicab transportation in accordance with Performance Work Statement (PWS) and Price/Cost Schedule.</p> <p>Offerors shall submit questions regarding this requirement no later than August 20, 2015 @ 3:00 PM EST to johnny.jones3@va.gov. All questions with Government responses will be posted to FedBizOpps for all to review.</p> <p>Offerors to submit three (3) volumes in proposal submission:</p> <p>1. Technical Methodology/Management Approach/Permits/License including Business Associate Agreement (attachment a), Quality Assurance Surveillance plan (attachment b)</p> <p>2. Price proposal (Section B.3)</p> <p>3. Past performance references (attachment c) ***NO PHONE CALLS PLEASE***</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00248

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Suite 525

Tampa FL 33637

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

5. BLOCK 28 - OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS, PARAGRAPH B, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 TO BE CONSIDERED FOR AWARD.

OFFEROR'S CHECKLIST (not all inclusive)

- ___ Have you obtained a DUNS number and registered in the System for Award Management Database at www.sam.gov?
- ___ Have you completed the SF-1449? Have you signed your offer?
- ___ Have you completed the price schedule?
- ___ Have you initialed any changes or erasures?
- ___ Have you attached all requested/required documents such as insurance, licenses, etc.?
- ___ Have you checked required blocks in FAR 52.212-3 Reps and Certs, or registered in system for award management (SAM) <http://www.sam.gov> ?
- ___ Have you contacted your references and have they submitted past performance questionnaire/survey as requested by you? (Due September 4, 2015, 4:00 pm EST)

6. **DUNS NUMBER:** In accordance with FAR 52.204-6, offeror must provide their Data Universal Numbering Systems (DUNS) number here:

DUNS# _____ - _____ - _____

If the DUNS number is unknown, offerors may request a number from DUN & Bradstreet, free of charge by calling 800-333-0505. [See FAR 52.212-1 Instructions...(j) *Data Universal Numbering System (DUNS) Number*]

7. **FEDERAL TAX IDENTIFICATION NUMBER** _____

8. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Federal Acquisition Regulations require all contractors conducting business with the Government to be registered in the System for Award Management (SAM) Government-wide online database for the provision of basic information relative to contract awards [*refer to FAR Clause 52.212-4, paragraph (t)*]. You may accomplish this registration online at the following web site: <http://www.sam.gov>.

Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their offer.

9. REVIEW REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

- (a) as prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$100,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity

information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

- (b) Each contractor whose contract award is estimated to exceed \$100,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.
- (c) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- (d) Failure to have a current registration in the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

10. ECONOMIC PRICE ADJUSTMENT BASED ON A COST INDEX

I. Introduction:

- (a) In accordance with FAR 16.203-1 (a) (3) and IL 049-05-12, *Adjustments based on cost indexes of labor or material*. These price adjustments are based on increases or decreases in labor or material cost standards or indexes that are specifically identified in the contract.

II. Basis of price Adjustment

- (a) To the extent that contingent contract performance cost increases are provided for by this economic price adjustment clause, the offeror warrants that the prices in this proposal for any option periods do not include any amount to protect against such contingent cost increases.

- (b) The cost index, for the purpose of price adjustment under this clause, shall be **Midgrade Gasoline, Lower Atlantic Region**, as contained in the chart **Weekly Lower Atlantic (PADD 1C) Midgrade All Formulations Retail Gasoline Prices** as published by the **U.S. Department of Energy, Energy Information Administration**. All adjustments authorized under this clause shall be made by using the Base Index and revised (Adjusting) indexes, which are published at the following website:

http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMM_PTE_R1Z_DPG&f=W

- (1) The Base Index, for the purposes of price adjustment under this clause, shall be the most recent index published prior to the closing date for receipt of offers, or the due date for receipt of best and final offers if discussions were held.

- (2) The Adjusting Index shall be the most recent index published prior to the date of contract adjustment, as specified below.

(c) For purposes of this clause, it will be conclusively presumed that **5%** of the price of **mileage** represents the Base Cost of midgrade gasoline, and will be the basis upon which adjustment will be made under this clause. The Base Cost will be used in calculating all adjustments to the following line items:

- Mileage Rate

(d) The percentage of cost (see paragraph (c)) remains fixed throughout the life of the contract and is not subject to modification under this clause. Any pricing actions pursuant to the “Changes” clause or other clause or provision of the contract will be priced as though there were no provisions for economic price adjustment.

(e) With respect to **increases or decreases** under this clause, no adjustment will be made for increases or decreases of less than 1 cent (\$.01). The dates of contract adjustment shall be on **date of option year (every year)**. The contracting officer shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified herein, obtain a copy of the Adjusting Index. The contracting officer shall calculate the adjustment due and, if the amount exceeds the limit set forth in this paragraph, shall, within 5 business days, issue an amendment to the contract adjusting the unit price(s). The adjusted unit price(s) shall be effective for all orders placed after the date of contract adjustment. If the contracting officer fails to act, the contractor shall request a contract adjustment in writing and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment. The contractor’s entitlement to price increases shall be waived unless the contractor’s written request for an adjustment under this clause is received by the contracting officer no later than 30 days after the end of the Base Year for changes applicable to the Base Year, or the end of each option year for changes applicable to that option year.

(f) EXAMPLE OF ADJUSTMENT CALCULATION.

Mileage Charge (note, these figures are for example purposes only)

Mileage Charge	
Original Contract Mileage Price	\$3.75
Base Cost %	5%
Base Cost \$	\$0.1838
Adjusting Index	3.300
Base Index	2.997
Increase/Decrease to Base Index	0.303
Increase/Decrease Factor	0.1011
Price per mile Increase/Decrease	\$0.0186
New Contract Price	\$3.77

Original Contract Price per Mile: Firm-fixed Mileage Price (\$3.75) established on contract.

Base Cost %: Established in Economic Price Adjustment clause paragraph c.

Base Cost \$: Original Firm-Fixed Mileage Price (\$3.75) times Base Cost % (5%)
= \$.1838

Adjusting Index:	Cost of mid-grade gasoline as of the beginning date of the period to be adjusted, from website cited in the EPA clause paragraph b.
Base Index:	Cost of mid-grade gasoline as of the date of contract price agreement, from website cited in the EPA clause paragraph b.
Increase/Decrease to Base Index:	Adjusting Index (\$3.300) minus Base Index (\$2.997) = \$.303
Increase/Decrease Factor:	\$.303 divided by \$2.997 (Base Index) = .1011
Price per mile Increase/Decrease:	Base Cost \$ (\$.1838) times Increase/Decrease Factor (.1011) = \$.0186
New Contract Price:	Original Contract Price per Mile (\$3.75) plus Price per Mile Increase/Decrease (\$.0186) = \$3.77

(g) Price adjustments pursuant to this clause, which shall be made by contract modification issued by the contracting officer, shall show the Base Index (see paragraph (b)(1)), the Adjusting Index, the Base Cost (see paragraph (c)), the mathematical calculations used to arrive at the adjusted contract unit price, and the effective date of the adjustment.

(h) In the event that the Department of Energy, Energy Information Administration website discontinues, or alters substantially, its method of calculating the index cited herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified herein begins to consistently and substantially fail to reflect market conditions.

(i) Any dispute arising under this clause shall be determined in accordance with and subject to the “Disputes” clause of the contract.

B.2 Price/Cost Schedule**Contract Period: BASE YEAR****Period of Performance: (Date of award – September 30, 2016)**

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UI	UNIT PRICE	TOTAL PRICE
0001	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Pick-up charge >10 miles)	21,725	EA		
0002	STRETCHER PATIENT (Pick-up charge >10 miles)	1510	EA		
0003	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (Mileage rates >10 miles)	610,482	MI		
0004	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Mileage & Pick-up charge < 10 miles)	17,479	EA		
0005	STRETCHER PATIENT (Mileage & Pick-up charge < 10 miles)	1510	EA		
0006	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows < 10 miles includes mileage)	718	EA		
0007	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows > 10 miles includes mileage)	655	EA		
0008	Wait Times (>15 minutes after designated pick-up time)	75	Per minute		
0009	National Agency Check with Written Inquiries and Special Agency Check 2014 NACI cost IAW Security and Investigation Center dated 2/26/2014 NACI : \$279.00 SAC: \$32.00 Estimated Quantities	50	EA		
				TOTAL ESTIMATED VALUE	

Contract Period: OPTION YEAR ONE

Period of Performance: (October 1, 2016 – September 30, 2017)

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UI	UNIT PRICE	TOTAL PRICE
1001	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Pick-up charge >10 miles)	22,790	EA		
1002	STRETCHER PATIENT (Pick-up charge >10 miles)	1,575	EA		
1003	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (Mileage rates >10 miles)	640,639	MI		
1004	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Mileage & Pick-up charge < 10 miles)	18,353	EA		
1005	STRETCHER PATIENT (Mileage & Pick-up charge < 10 miles)	1,575	EA		
1006	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows < 10 miles includes mileage)	749	EA		
1007	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows > 10 miles includes mileage)	683	EA		
1008	Wait Times (>15 minutes after designated pick-up time)	26	Per minute		
1009	National Agency Check with Written Inquiries and Special Agency Check 2014 NACI cost IAW Security and Investigation Center dated 2/26/2014 NACI : \$279.00 SAC: \$32.00 Estimated Quantities	20	EA		
				TOTAL ESTIMATED VALUE	

Contract Period: OPTION YEAR TWO

Period of Performance: (October 1, 2017 – September 30, 2018)

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UI	UNIT PRICE	TOTAL PRICE
2001	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Pick-up charge >10 miles)	23,930	EA		
2002	STRETCHER PATIENT (Pick-up charge >10 miles)	1,654	EA		
2003	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (Mileage rates >10 miles)	672,671	MI		
2004	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Mileage & Pick-up charge < 10 miles)	19,271	EA		
2005	STRETCHER PATIENT (Mileage & Pick-up charge < 10 miles)	1,654	EA		
2006	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows < 10 miles includes mileage)	786	EA		
2007	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows > 10 miles includes mileage)	717	EA		
2008	Wait Times (>15 minutes after designated pick-up time)	27	Per minute		
2009	National Agency Check with Written Inquiries and Special Agency Check 2014 NACI cost IAW Security and Investigation Center dated 2/26/2014 NACI : \$279.00 SAC: \$32.00 Estimated Quantities	20	EA		
				TOTAL ESTIMATED VALUE	

Contract Period: OPTION YEAR THREE

Period of Performance: (October 1, 2018 – September 30, 2019)

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UI	UNIT PRICE	TOTAL PRICE
3001	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Pick-up charge >10 miles)	25,127	EA		
3002	STRETCHER PATIENT (Pick-up charge >10 miles)	1,737	EA		
3003	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (Mileage rates >10 miles)	706,305	MI		
3004	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Mileage & Pick-up charge < 10 miles)	20,235	EA		
3005	STRETCHER PATIENT (Mileage & Pick-up charge < 10 miles)	1,737	EA		
3006	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows < 10 miles includes mileage)	825	EA		
3007	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows > 10 miles includes mileage)	753	EA		
3008	Wait Times (>15 minutes after designated pick-up time)	28	Per minute		
3009	National Agency Check with Written Inquiries and Special Agency Check 2014 NACI cost IAW Security and Investigation Center dated 2/26/2014 NACI : \$279.00 SAC: \$32.00 Estimated Quantities	20	EA		
				TOTAL ESTIMATED VALUE	

Contract Period: OPTION YEAR FOUR**Period of Performance: (October 1, 2019 – September 30, 2020)**

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UI	UNIT PRICE	TOTAL PRICE
4001	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Pick-up charge >10 miles)	26,383	EA		
4002	STRETCHER PATIENT (Pick-up charge >10 miles)	1,824	EA		
4003	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (Mileage rates >10 miles)	741,620	MI		
4004	WHEELCHAIR, SCOOTER, AMBULATORY PATIENT (Mileage & Pick-up charge < 10 miles)	21,247	EA		
4005	STRETCHER PATIENT (Mileage & Pick-up charge < 10 miles)	1,824	EA		
4006	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows < 10 miles includes mileage)	866	EA		
4007	WHEELCHAIR, SCOOTER, STRETCHER, AMBULATORY PATIENT (dry runs, no shows > 10 miles includes mileage)	791	EA		
4008	Wait Times (>15 minutes after designated pick-up time)	29	Per minute		
4009	National Agency Check with Written Inquiries and Special Agency Check 2014 NACI cost IAW Security and Investigation Center dated 2/26/2014 NACI : \$279.00 SAC: \$32.00 Estimated Quantities	20	EA		
				TOTAL ESTIMATED VALUE	

NONPERSONAL SERVICES:

Provide all supervision, personnel, vehicles, equipment, transportation, material, supplies and other items and services necessary to provide handicab special mode transportation for beneficiaries of the James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd., Tampa, FL for the period of contract award date through base year contract expiration, with four 12-month option periods, in accordance with this contract's Performance Work Statement (PWS), Quality Assurance Surveillance Plan (QASP) and all terms and conditions of the contract.

TOTAL PROPOSED ESTIMATED PRICE, BASE PERIOD + OPTION PERIODS:

\$ _____

NOTE 1: The contract pricing structure is based upon the premise of "one-way trips"; the pricing listed herein shall be on a "loaded passenger" basis, i.e., the mileage charge shall only apply after the patient is loaded. Toll charges shall not be separately reimbursable.

NOTE 2: This is a fixed price requirement with economic price adjustment contract for the services listed, effective for the periods stated. The quantities of services listed are estimates only, and are not purchased by this contract. Except as this contract may otherwise provide, if the VA's requirements do not result in orders in the quantities described, that fact shall not constitute the basis for an equitable price adjustment.

NOTE 3: Pricing shall be all inclusive of any/all required materials, supplies, devices, etc.

NOTE 4: Contractor may or may not be awarded all items on the schedule.

(See pricing schedule pages)

B.3 Delivery Schedule

ITEM NUMBER			QUANTITY	
0001	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	21,725.00	
0002	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,510.00	
0003	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	610,482.00	
0004	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	17,479.00	
0005	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,510.00	
0006	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	718.00	
0007	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	655.00	
0008	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	75.00	
0009	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	50.00	
1001	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	22,790.00	
1002	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,575.00	
1003	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	640,639.00	
1004	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	18,353.00	
1005	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,575.00	
1006	SHIP TO:	James A Haley Veterans Hospital	749.00	

		13000 Bruce B Downs Tampa, FL 33612 4745	
1007	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	683.00
1008	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	26.00
1009	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	20.00
2001	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	23,930.00
2002	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,654.00
2003	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	672,671.00
2004	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	19,271.00
2005	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,654.00
2006	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	786.00
2007	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	717.00
2008	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	27.00
2009	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	20.00
3001	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	25,127.00
3002	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,737.00
3003	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	706,305.00

3004	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	20,235.00
3005	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,737.00
3006	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	825.00
3007	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	753.00
3008	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	28.00
3009	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	20.00
4001	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	26,383.00
4002	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,824.00
4003	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	741,620.00
4004	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	21,247.00
4005	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	1,824.00
4006	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	866.00
4007	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	791.00
4008	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	29.00
4009	SHIP TO:	James A Haley Veterans Hospital 13000 Bruce B Downs Tampa, FL 33612 4745	20.00

B.4. PERFORMANCE WORK STATEMENT (PWS)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT:

The contractor will provide all requested Special Mode Transportation Service, as identified within this performance work statement (PWS) for beneficiaries of the James A. Haley Veterans Hospital (JAHVH), 13000 Bruce B Downs Blvd, Tampa, Florida 33612, New Port Richey Out Patient Clinic, New Port Richey, Florida 34654 and, its associated healthcare facilities. The Contractor will provide all handicab vehicles, personnel, management, supplies, transportation, fuel, equipment, reports, and anything else necessary to successfully furnish Special Mode Transportation Service as identified in the Price and Cost Schedule and the PWS in accordance with all terms, conditions, and provisions stated herein. The contract term shall cover a one year Base Period with four (4) one (1) year Option Period; the 1year option periods are subject to be exercised at the Government's discretion. The contractor responsibility will cover /encompass a percentage of the Special Mode transportation services within James A. Haley Veterans Hospital (JAHVH), New Port Richey Out Patient Clinic, New Port Richey, Florida 34654 and coverage area (Florida) and South Georgia. Performance are required to continuously be compliant with the requirements contained herein, and meet the standards of, but not limited to, the Joint Commission and Florida State Department of Health Regulations.

I. CONTRACT DEFINITIONS/ACRONYMS and TERMS

1.1. Administrative Officer of the Day (AOD) - VA official that works in the admissions area during evenings and nights and monitors hospital activities during other than normal working hours. This person acts as the hospital administrator during off-hours.

1.2. Ambulatory Patient –VA beneficiary who does not require the use of an handicab ambulance, wheelchair, or stretcher van, who can utilize normal forms of transportation such as taxi or hired car but have been determined as needing transportation assistance for medical reasons. A VA clinician determines if the patient requires special mode transportation based on a medical impairment or special need (to include but not limited to: blindness, mental health deficiency, amputees, etc.)

1.3. Attendant/Escort – Attendant/Escort is defined as a non-medical technician, which can be a caregiver, family member paramedic ,medical technician or VA employee that may accompany the patient in addition to the driver. Attendant/Escort may be required to assist with transportation, when deemed necessary by a VA physician.

1.4. Base Rate – Base Rate is defined as the rate paid for one-way transportation from a designated pick-up point to a designated delivery point. This rate will be paid for all authorized one-way trips ordered under this contract action, with employees (included in Section Contract Documents, Exhibits, or Attachments) during all phases of the trip made on behalf of the Government. The attached Service Contract Act wage determination will be updated for each option when/if new revisions are issued. The Base Rate will constitute full compensation for one-way trips as shown in the Price and Cost Schedule for the medical facility.

1.5. Beneficiary – Veterans and other members determined to be eligible for benefits by the VA.

1.6. Beneficiary Travel Department Personnel – An individual designated by the Contracting Officer for the medical facility, who is authorized to commit and obligate the government through the life of the contract, with consent from the Contracting Officer.

1.7. Beneficiary Travel Department – Department within the VA that oversees the Beneficiary Travel Program and its entitlements. This includes transportation such as the special mode transportation services.

1.8. Beneficiary Travel Department Supervisor - Individual who manages the employees working within the Beneficiary Travel Department.

1.9. Business Hours/Days - Business hours/days are defined as the time of 7:30AM to 4:30PM, Monday through Friday, except Federal holidays. Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31PM to 7:29AM, Monday through Friday, all day Saturday and Sunday and Federal holidays. When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by U. S. Government agencies.

1.10. Contracting Officer (CO) – VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

1.11. Contracting Officer's Representative (COR) – VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and serves as a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.

1.12. Contractor – The term "Contractor" as used herein refers to both the prime Contractor and his/her employees, and any sub-contractor and their employees. The Contractor will be responsible for assuring that his/her subcontractors comply with the provisions of this contract.

1.13. Dry Run - A dry run is defined as a request for service by authorized Medical Center personnel whereby the Contractor arrives at the designated pick-up point and no patient is transported due to a change in the Medical Center's needs.

1.14. Durable Medical Equipment (DME) - Medical equipment that is ordered by a doctor for use in the home, such as walkers and wheelchairs.

1.15. Joint Commission (JC) (Formerly Joint Commission on Accreditation of Healthcare Organizations) – A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.

1.16. Mileage Rate – Mileage rate for handicab ambulance is the rate paid for each mile traveled for medical facility. This rate applies to one-way transportation only. Reimbursement for mileage will be at the mileage rate stated in the schedule, and will be based upon the miles from the pick-up point and the specified destination. Distances areas of coverage will be calculated using current www.bing.com/maps.

1.17. No Show - is defined when the beneficiary receiving services is not present at the time of transport or declines to go with the contracted service.

1.18. No-Patient Transport – The Contractor will not assess charges on scheduled pick-ups that are cancelled in advance by the VA and/or the patient cancels due to being unable to arrive for scheduled appointment in time.

1.19. Quality Assurance Surveillance Plan (QASP) – an organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.

1.20. Quality Control – Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of the contract.

1.21. Routine Services – Trips scheduled in advance by the VA, typically one day prior to travel. Beneficiary, caregiver, or significant others cannot contact the Contractor directly to schedule routine trips.

1.22. Scheduled Trip(s) – The term "Scheduled Trip" refers to those trips in which the Contractor has been given advance notice (notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time.

1.23. Stretcher Patient – A patient whose severe mobility impairment requires him or her to remain in a lying position, unable to sit in an upright position for prolonged periods of time. A VA clinician determines the patient's need for stretcher transport.

1.24. Wheelchair Patient- A VA beneficiary confined to a wheelchair or scooter, using a wheelchair or scooter for mobility or with mobility impairments, whose handicap prevents use of normal modes of transportation such as car, van or taxi. A VA clinician determines the patient's needs for wheelchair transport.

II. JCAHO STANDARDS

2.1. The Contractor shall perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization (JCAHO) and the established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP). The Contractor shall adhere to the Department of Veteran Affairs regulations and the policies, procedures, and regulations of Medical Staff bylaws of the James A. Haley Veterans Hospital. The regulation that governs the Beneficiary Travel Program is Title 38 Code of Federal Regulations (CFR) Section 70.

2.2. The Contractor shall comply with the provisions of the Privacy Act of 1974, the Health Insurance.

2.3. Portability and Accountability Act (HIPAA) of 1996, as well as all VA Directive and Handbook 0710. The Contractor shall not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business associate agreement (BAA). By entering into this contract, the Contractor certifies they comply with HIPAA as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia.

III. PERFORMANCE AND QUALIFICATIONS

3.1 The Contractor will provide special mode transportation services, 24 hour/7 days a week, within the state of Florida, subject to the response time lines and other requirements as further detailed below and contained on the Florida State Department of Health website www.health.gov

3.2 The Contractor will perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization and the established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP). The Contractor will adhere to the Department of Veteran Affairs regulations and the policies, procedures, and regulations of Medical Staff bylaws of the James A. Haley Veterans Hospital. The regulation that governs the Beneficiary Travel Program is Title 38 Code of Federal Regulations (CFR) Section 70.

3.3 The contractor, upon request, will provide quality data and information related to services for participation in JAHVH Performance Improvement Programs when requested to do so. Upon request the contractor will also provide documentation of the competency of staff that will be providing the contracted services. The Contractor will ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work; they will also maintain records that document competence/performance level of employees working on this contract. Upon request, the contractor will provide a current copy of their competency assessment checklist and annual performance evaluation to the Contracting Officers' Representative (COR) for each contractor employee working on this contract.

3.4 The Contractor will comply with the provisions of the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as all VA Directive and Handbook 0710. The Contractor will not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business associate agreement (BAA). By entering into this contract, the Contractor certifies they comply with HIPAA as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia.

3.5 The Contractor will provide a minimum of a toll free telephone and/or a locally dialed telephone number for accepting VA calls. It is estimated that 90% of all requests for Beneficiary/Patient Transportation Services will be placed initially by telephone - followed by a written request via secure Facsimile or email. Requests for service may also be in writing or oral from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, text message or in person.

3.6 If the contractor's place of business is located beyond the local telephone call zone of the JAHVH (813) area code, the contractor will install and provide to the JAHVH, a toll free number for accepting the JAHVH calls. It is estimated that 90% of daily contacts regarding questions and/or problems are initially addressed by telephone. Requests for service may also be in writing or oral from an authorized representative of the VA and may be completed by telephone, facsimile, mail, e-mail, or in person (by giving a written or verbal request).

3.7 The contractor will, at all times during the contract period, have on his/her premises a functioning fax machine, email and telephone to communicate requirements with the VA (i.e., patient incidents, requests for service, special correspondence, etc.). Each contractor will indicate if there is e-mail, fax and telephone availability for their company to complete communications with the VA (use of this communication system will be mutually agreed upon).

3.8 Electronic Transmissions - The Contractor will propose an electronic media (e.g. facsimile, e-mail), available at all times during the Contract period to communicate requirements such as patient

incidents, requests for services, special correspondence, etc. with the VA. Use of this communication system will be mutually agreed upon after award but prior to contract performance.

3.9 Secure/Encrypted Email - The Contractor will acquire compatible Public Key Infrastructure (PKI) to transmit encrypted email with personally identifiable information and receive similar encrypted email from the VA.

IV. ORDERING SERVICE

4.1 Request(s) for VA Beneficiary/Patient special mode transportation services will be provided to the Contractor as soon as it is known by the Beneficiary Travel Department (section) Supervisor of Transition Unit and/or AOD.

4.2 Request for services will be made in writing, email or telephonically. If the contractor fails to provide Handicab medical transportation service within a reasonable time, normally 45 minutes after receiving a request or any order, the James A Haley VA Medical Center and New Port Richey Out Patient Clinic reserves the right to obtain the service from another source. The James A Haley VA Medical Center will be the sole judge in determining when to order service from another source. If all required contracted vehicles are already in use by the James A Haley VA Medical Center and the VA requires additional service, the Contractor will be contacted first to provide service. The VA reserves the right to use station vehicles/drivers prior to using those of the Contractor.

4.3 The Contractor will ensure that requests for services are received from authorized medical center personnel and/or from Beneficiaries/Patients pre-approved by authorized VA staff. Services rendered in response to requests from other than authorized personnel will be at the risk of the Contractor and any cost related thereto may be borne by the Contractor.

4.4 The Contractor will submit an invoice summary to account for all requests for services. The summary will indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points and actual time of arrival at the pick-up and delivery points. Copies of invoice summary will be provided along with the invoices sent for payment.

4.5 The Contractor will submit an invoice summary that includes the contract number, invoice date, invoice number, dates of service, total amount due and billable rates per the price and cost schedule. This is located in Section B of the Contract.

4.6 All patient transportation requests will be placed against schedule, and will be verified against invoices and trip tickets. When ordering services, the VA medical facility will provide the following information:

- VA authorization number
- Mode of transportation required;
- Required date and time of arrival;
- Name of beneficiary;

Pick-up and delivery point;
Type of equipment required;
Last four of the patient's Social Security Number;
Any special instructions.

4.7 Patients may be transported to or from any designated location within the defined service area, encompassing the state of Florida, to include county to county transports and within county transports for wheelchair and stretcher. All transports will be between VA facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics,) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA staff will specify the points of origin and the destination of every trip.

4.8 When transporting patient(s) leaving the hospital, the Contractor will be required, if necessary, to transport a maximum of three (3) items (boxes or luggage) of the patient's personal effects at no additional cost to the VA. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and a personal suitcase. When transporting patients to or from Medical facilities, the driver, acting for the Contractor, will ensure that the patient's luggage, medical records, medications and prosthetic devices are properly accounted for and delivered with the patient, as required.

4.9 When transporting patients to a VA or Community nursing home and/or ALF, upon arrival at the nursing home the driver will give the VA Nursing Home Packet that accompanies the patient to the responsible nursing home staff member. If there are any discrepancies between the address listed on the Nursing Home Packet and the address listed in the trip request, the driver will clarify the correct destination address with the Beneficiary Travel Department or the AOD.

4.10 The contractor will provide and respond to all special mode transportation calls in accordance with all Federal, State, and Local regulations governing dispatch of special mode/handicab transportation vehicles and medical care of on-board patients, to include measures to ensure timely arrival at the designated Veterans Administration facility.

4.11 The contractor will maintain at a minimum, a 95% compliance rate on responses to pick-up or deliver quarterly. Failure of the contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the contract for cause [see FAR Clause 52.212-4(m)].

4.12 The Contractor's vehicles must respond within 45 minutes after receiving a request or order. Response time will be calculated from the Contractor's receipt of the telephonic/fax or email request for service.

4.13 For return trips from scheduled outpatient visits, the Contractor will ensure Veterans and other beneficiaries do not wait more than 45 minutes for pick up, no matter where patient lives.

V. PATIENTS RIGHTS

5.1 The Contractor will be courteous to VA Beneficiaries/Patients and any Authorized Escort, Family Member passenger or Significant Other passenger and “SMOKING WILL NOT BE PERMITTED” in the Contractors’ Vehicle.

5.2 The Contractor will immediately notify the VA of any incidents involving injury to VA patients during transport. The Contractor will promptly complete and submit to the Contracting Officer, an Incident Report with all information felt to be necessary for any full review. The Contractor will notify the COR, in writing or verbal, within 24 hours, of any complaints made by the patients or staff with regards to transportation services.

5.3 Drivers must be courteous and considerate of all patients they are transporting. Any substantiated mistreatment of patients in the performance of this contract may be cause for immediate termination of the contract, or discontinuance of further ordering of services from the Contractor. Substantiated reports of mistreatment may be referred to appropriate law enforcement authorities as applicable. The VA reserves the right to request driver removal from transporting VA patients if mistreatment is substantiated.

5.4 The Contractor will report any patient incident initially on a signed incident report within twenty-four hours of the incident to the Supervisor of the Transition Unit or the AOD. An assessment of the incident and a signed contractor response to the incident to include training and process changes will be submitted to the Transition Unit Supervisor within five days from the date of the incident. A signed final analysis to include education, training, and process changes to prevent future incidents will be submitted within thirty days to the Transition Unit Supervisor.

5.5 Drivers will return patients in the order that they are called in. Drivers will not skip departing patients to cover a longer distance versus a shorter distance. Only with the approval of the Supervisor of Transition Unit will this be authorized. Repeated instances of skipping may lead to termination of the contract or discontinuance of further order placement.

5.6 The Contracting Officer may request an investigation by the Contractor and a Plan of Correction. Repeated problems may warrant a Cure Notice issued by the Contracting Officer and/or Termination for Cause. The Contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation will be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.

5.7 The Contractor will not employ any persons for work on this contract if such employee is considered by the VA contracting officer to be a potential threat to the health, safety, security, or operations of the VA its facilities or its staff. Contractor's employees will understand, speak, read, and write the English Language. No employee of the contractor can be a Federal employee nor can they have any conflict of interest either real or perceived.

5.8 The contractor will display a visible means of a medium (comment card with the Contractor’s address pre-printed) that allows the patient to provide feedback, positive and negative to the Contractor. Contractor shall provide a quarterly report of patient feedback to the COR.

5.9 For the purpose of equal rights, wherever the masculine gender is used in this solicitation, and the resulting contract, it will be considered to include both masculine and feminine gender.

VI. PATIENT ESCORT

6.1 An authorized official of the James A Haley Hospital Medical Center and New Port Richey Out Patient Clinic may, in the best interest of the beneficiary, allow a relative to accompany him/her. The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary. The VA will also be the sole judge in determining when an escort is required. There will be no additional charge to the VA when escorts are authorized to travel with beneficiary. Contractor will only be required to transport escort with patient and will not be required to return the escort back to point of origin (unless the escort is a VA attendant).

6.2 James A Haley VA Medical Center and New Port Richey Out Patient Clinic reserves the right to send an authorized official (registered nurse, Licensed Practical Nurse, Nursing Assistant, or Physician) to attend the patient in a transfer from our facility when in the opinion of our medical staff such as trained attendant is necessary to the patient's welfare.

6.3 Contractor is required to return VA attendant to the point of origin. Reimbursement will be limited to mileage rates as stated in the Price/Cost Schedule. The furnishing of the VA attendant does not relieve the Contractor from furnishing a qualified attendant in accordance with this contract.

6.4 The Contractor will provide an attendant upon request of the VA. JAHVA Beneficiary travel department will provide the vendor with information pertaining to the type of transport requested as well as any medical needs required to assist with the transportation prior to dispatch.

VII. RATES

7.1 The web-based application at www.bing.com/maps, using the shortest time driving option, will determine trip mileage. For all one-way trips ordered under this Contract, the Contractor will receive Special Mode Transportation base rate quoted. The Special Mode Transportation Base Rate will constitute full compensation for one-way trips as defined herein.

7.2 The same rates will apply 24 hours per day. Payment for mileage traveled will be limited to "one way only", the distance over which the patient is transported. Such mileage costs will be paid in addition to the applicable special mode rate per trip for any trip. Allowable charges for mileage outside the contract service area (Florida) will not exceed +5% of the web-based application at www.bing.com/maps using the shortest time driving option will determine trip mileage.

VIII. WAIT TIMES/TOLLS/DRY RUNS/NO SHOWS

8.1 If the pickup is other than that at the James A Haley VA Medical Center or New Port Richey Out Patient Clinic, the contractor will call the Beneficiary Travel Office, during normal working hours, or the AOD, after-hours, as soon as the contractor anticipates that a delay may develop for which he/she expects to claim reimbursement. This call is only for the purpose of verifying his arrival at the pickup point and is not necessary if the contractor anticipates no delay for which he/will claim pickup point and is not necessary if the contractor anticipated no delay for which he/she will claim reimbursement.

8.2 Transportation services listed in this Performance Work Statement do not include ferry, bridge, or road toll charges.

8.3 The Contractor will be entitled to the applicable base rate when dry runs or no shows are encountered due to no fault or negligence of the Contractor. Order of services must have been requested by authorized VA Medical Center personnel.

8.4 Contractor will not charge dry run or no shows for trips if driver arrives too late to allow patients to keep scheduled clinic appointment. Driver will take the most direct route from pick up location to destination unless legitimately unavoidable.

8.5 Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, the VA may notify the Contractor to cancel such order. For orders that are cancelled while the Contractor is already enroute before being notified, the Contractor will be entitled to receive reimbursement based upon the following criteria:

Distance variables	Unit Price
0-10 miles	\$25.00
11-50 miles	\$50.00
>51 miles	\$75.00

- a) This charge will not be allowed if authorized VA personnel cancelled the trip within two (2) hours of the scheduled pickup time.
- b) Should the Contractor arrive at the destination before the VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor control, e.g., patient absence, or patient refusal, then the Contractor will receive 100% of the special mode cost for a one-way trip as provided in the schedule. Contractor will not be entitled to mileage reimbursement.
- c) Contractor must report all dry runs or no shows at time of occurrence and verify with Beneficiary or Administrative Officer of the Day staff before driver is allowed to depart location.

IX. CONTRACTOR PERFORMANCE

9.1 In the event, the Contractor is unable to perform services or have services performed as required, the Contractor will immediately notify the Beneficiary Travel Department Transportation Clerks (813) 972-2000, extension 6208 or email at VHATAMBTRAVEL@va.gov and provide a justification for non-performance.

9.2 The Contractor will be given “First-Right-of-Refusal” to travel to distant locations to pick-up “in-bound” VA Beneficiaries/Patients, on a “Request by Request” Basis. Or, for the Contractor to contact and sub-contract with another (appropriate) Patient Transportation (level of care) Provider to fulfill the Request pending for a VA Beneficiary/Patient Transport, under the Supervision of the Contractor and at its’ Contract Rates (and, the Contractor then being responsible for payment to the sub-contract provider; and for obtaining all of the paperwork from the sub-contractor for the VA).

9.3 At the time of the request, the Contractor will acknowledge their ability to provide the service within the requested response time. If the Contractor cannot provide the services for any reason, they must notify the VA personnel requesting the service of their inability to provide the service. (All companies utilized as subcontractors are subject to the approval of the VA and the Contractor must provide a list of such subcontractors to the VA). In the case when a subcontractor is utilized, they must meet all response times and all other requirements of this contract. The Contractor will not charge the VA a cancellation fee when cancellations are made prior to the special mode transportation dispatch.

9.4 The VA reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or no-shows. There will be no additional charge to the VA when such changes occur.

9.5 The contractor employee will determine upon arrival at the Beneficiary/Patient pick-up point, if the condition of the Beneficiary/Patient scheduled for pick-up is different than what was stated on the travel request, the contractor will immediately notify the VA Travel Section and/or Administrative Officer of the Day (AOD) for further instruction in Patient Transport mode. If a Beneficiary/Patient being transported declines to be properly seat-belted he/she should not be transported. The Transportation Clerk should be notified promptly who may discuss such safety requirement with the Beneficiary/Patient via Telephone and/or in person. If the patient removes the securing devices during the trip, the transportation office should be notified of this upon contractor employee’s arrival at destination. The Contractor is not required to transport any Beneficiary/Patient who refuses to be properly secured while being transported.

9.6 Contractor employee will ensure proper loading/unloading techniques are followed at all times. Patients in wheelchairs/scooters will be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops, and the driver must ride the lift with the patient during loading/unloading. The contractor will ensure that drivers receive appropriate safety training on loading/unloading techniques and such training will be documented and made available to the COR or designee annually and/or prior to contract submission or renewal.

BADGES

10.1 Personal Identity Verification (PIV) Badges are required to be worn at all times. Contractors are required to notify the Contracting Officer Representative (COR) if a badge gets lost or stolen. Badges are required to be turned in upon completion of the performance period unless working on multiple contracts or within multiple facilities.

X. CONTRACTOR QUALIFICATIONS

11.1 The Contractor will meet all requirements of Federal, State, and City code regarding operation of this type of business. The contractor will ensure that drivers hold current Cardiopulmonary Resuscitation (CPR) certifications. The Contractor will maintain licensure/certification/Certificate of Public Convenience Necessity (COPCN) with the state of Florida, and Hillsborough County, as applicable, throughout the life of the contract. In the event the license/certification/COPCN lapses or expires, this could be cause for termination of the contract or discontinuance of further ordering of services from the Contractor.

11.2 Contractors must have established the relevant experience with providing special mode transportation services and are financially responsible and capable of providing the services. The contractor will maintain documentation demonstrating they meet all requirements of Federal, State, County, and City codes regarding operation of this type of service. Documentation will be made available to the VA immediately upon request by the Contracting Officer for the duration of this contract, and applies to any sub-contractors employed by the contractor.

11.3 The successful offeror must submit a letter in duplicate, prior to award, fully describing the make of vehicle(s), model and year which he agrees to furnish under this offer including the location and telephone numbers of the establishment where calls are received and vehicles are immediately available for dispatch. This letter must contain information as to the metering devices or methods the offeror proposes to use in determining mileage. The Contracting Officer will be notified in writing of any vehicle equipment adds/subtracts after award of contract.

11.4 Offers will be considered from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all items under this contract. Successful offeror will meet all applicable Federal, State and Hillsborough County licensure/certification/Certificate of Public Convenience Necessity (COPCN) requirements regarding operations of this type of service.

11.5 Upon request of the Government, the offeror must be able to show evidence of his/her reliability, ability and experience by furnishing (1) a list of personnel who will perform under the contract showing the length and type of experience of such personnel, and (2) the names and addresses of other concerns and/or Government agencies for which this type of services were rendered by the offeror.

11.6 Within fourteen (14) days after receipt of award notification, the Contractor will provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation will be provided to the Contracting Officer.

11.7 Within fourteen (14) days after receipt of award notification, the Contractor will provide the COR with a list of all employees authorized to provide special mode transportation services under this contract. These individuals must complete a VA issued security check within thirty (30) days from the Government's receipt of the list of names. The background check will be conducted by the James A. Haley VA Hospital Human Resource Department and will include the Contractor's employees to have their fingerprints captured. Within fourteen (14) business days after contract award the Contractor will provide the following employee information:

Name

Position

Title and Work assignment area

Thereafter, any personnel changes will be submitted within two (2) business days after the changes occur.

11.8 Drug Testing Policy - The Contractor will have internal policies and procedures for identifying and preventing employee drug and alcohol abuse.

11.9 Contractor employees will conduct themselves in a business-like manner at all times while on VA premises and or at other affiliated healthcare facilities. Contractor will furnish an identifying badge with name, function, and name of Contractor and a photograph of the employee. Contractor personnel will wear an appropriate and professional uniform.

11.10 Contractor personnel performing contract services will meet at all times the qualifications specified in this contract, as well as any qualifications required by Federal, State, County and local government entities from the place in which they operate. The appearance of Contractor drivers and attendants will adhere to the latest updated edition of Section 6, "Rules of The Hillsborough County Public Transportation Commission".

11.11 Contractor employees will conduct themselves in a professional manner at all times while on VA premises. Contractor employees will be clearly identified by a company uniform and badge/logo. Contractor vehicles will also be clearly marked with the company badge/log. The veteran beneficiary receiving the transportation services will have the VA authorization number associated with the trip request and can confirm that the contractor employees are authorized and proper to transport.

11.12 The Contractor will ensure the following personnel (Medical Technicians, Paramedic, Attendant/Drivers) requirements are met:

- 1) Ensure and certify personnel performing the services required under this contract are properly licensed and fully trained in the use of the vehicle and equipment that will be used in carrying out contracted services.
- 2) The Contractor will ensure minimum staffing requirement as mandated by the State of Florida are met. Each vehicle will be operated with sufficient personnel for adequate patient care.
- 3) A record of each employee as to character, physical capabilities, and qualifications performing the duties of an handicab driver or attendant will be maintained at the Contractor's establishment and made available for inspection upon request for the Contracting Officer or COR. A roster of Special Mode Drivers and Attendant Drivers (EMTs and LPNs if used to provide these services) will be furnished to the Contracting Officer or COR and will contain the following information:

Name

Paramedic or EMT license number (if applicable)

Date of initial training

Date of refresher training

- 4) Record of each employee as to character and physical capabilities of performing the duties of a medical patient transport driver/attendant must be maintained and made available for inspection upon request.

11.13 The contracting entity will ensure that all services provided by Contracted individuals who are LIPs (Licensed Independent Practitioner) will be within the scope of his or her privileges.

11.14 The Contractor shall provide an attendant upon request of the VA. An attendant is defined as a Contractor employee other than the driver on a given trip that meets qualifications needed for medical transport. The VA will put the Contractor on notice with medical diagnosis, medical condition, and special needs to determine the training and qualifications of the attendant needed. The Contractor shall ensure that each person employed is trained, qualified and certified to perform the duties required, including CPR certification.

11.15 Evidence of the “equivalent” training program successfully completed by the driver with a copy of State of Florida Certification Certificate will be submitted to the Contracting Officer or COR. The COR will submit a copy of this document to the Chief, Health Information Management Systems.

11.16 Drivers will have a valid operator's license in accordance with State of Florida for the services they perform, and, will be in reasonably good health, with a record of current immunizations/vaccinations (minimum record of current TB testing and influenza vaccination) present in their employee file. Drivers providing service under this contract will have a valid handicab ambulance personnel license with a driver designation as required by Federal, State, and local law.

11.17 Contractor will ensure each handicab special mode driver who operates a permitted vehicle meets qualifications listed in Section 401.281, F.S. and will be responsible for assuring that its drivers are knowledgeable and competent in handicab vehicle operations.

11.18 Handicab special mode drivers will complete at least a 16-hour course of instruction on driving an authorized handicab vehicle, as defined by Section 316.003 (1) F.S., which will include at a minimum, classroom and behind-the-wheel training.

11.19 Attendant/driver will have successfully completed standard and advanced first aid courses including use of cardiopulmonary resuscitation techniques (CPR) of the American Red Cross, U.S. Bureau of Mines or equivalent; be able to safely use all associated equipment, such as a wheelchair lifts, and fire extinguishers; and been fully briefed and trained in passenger assistance techniques. Proof in the form of a current certificate that first aid training has been successfully completed will be available upon request.

11.20 All contractor employees will be enrolled periodically in “refresher” continuing education or advanced training programs as approved and required by the State of Florida, Department of Health Bureau of Emergency Medical Services. Such refresher training will be submitted to the Contracting Officer or COR upon request for verification of compliance. In no instance may this continuing education training be less frequent than every two years.

11.21 The Contractors' drivers/attendants must have a record of current/recurrent training completed in their employee file, for:

Blood Borne Pathogens and Hazardous Materials Training.

Life Safety Management - Fire preparedness procedures.

Familiarization with the various Alert/Emergency Code Names used by the VA Medical Center.

Basic First Aid and CPR.

Proper operation of safety features of a Wheelchair and Patient Transport Stretcher and the various vehicle devices, including any lift mechanism and any locking/securing devices for such Patient and/or their Wheelchair and Transport Stretcher.

The Privacy Act of 1974.

The Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Handling and Disposal of Bio-Hazardous Waste.

11.22 JAHVA will provide access to the Talent Management System (TMS) portal for training within 10 days after contract award. TMS is the official system used to record and track all mandatory training requirements for VA employees and Non-VA employees.

11.23 During the period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor will submit the required evidence of training, certifications, licensing and any other qualifications to the Contracting Officer. At no time will the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the personnel qualifications of this contract.

XI. VEHICLE AND INSURANCE

12.1 The Contractor will obtain all necessary licenses and/or permits required to perform this work. She/he will take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. She/he will be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence.

12.2 The Contractor will maintain personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Florida and in accordance with VAAR 852.237-7. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

12.3 Insurance: The following minimum insurance coverage will apply to this contract:

1) Worker's Compensation and Employer's Liability Insurance in accordance with the Office of Workers' Compensation Programs (OWCP). Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are

not commensurable under those statutes, they are covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. The Contractor must hold Employer's liability coverage of at least a minimum of \$100,000.

- 2) General Liability: Covers liability exposures, such as lawsuits, and property or personal injury on the premises of a business): at least a minimum of \$500,000 per occurrence.

Automobile Liability: at least a minimum \$200,000 per person, at least a minimum \$500,000 per occurrence for bodily injury and at least a minimum \$20,000 per occurrence for property damage. The Contractor will provide proof of liability insurance, as listed above, prior to commencement of work.

12.4 The VA reserves the right to inspect the Contractor Team equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing transportation vehicles. VA inspections of Contractor equipment will not constitute a warranty that the Contractor's vehicles and equipment are properly maintained.

12.5 The VA reserves the right to restrict the Contractor use of equipment and vehicles that are not in compliance with contract requirements. The restriction of such equipment and vehicles will not relieve the Contractor from performing in accordance with the strict intent and meaning of the contract and without additional cost to the VA.

12.6 Vehicles will meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards.

12.7 Vehicles will be clean (no blood, saliva, urine, any patient discharges) and maintained in good repair in accordance with manufacturer's instructions and specifications, at all times during the performance of this contract.

12.8 Unless established by a separate written agreement between the Contractor and the VA Medical Center, the Contractor will not be permitted to borrow medical equipment from the Medical facilities. Contractor will at no time and under any circumstances exchange equipment with VA. At no time will the Contractor leave vehicles on VA premises unless a pick-up or delivery is in process.

12.9 The Government reserves the right to restrict the Contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements. The restriction of such equipment and vehicles will not relieve the contractor from performing in accordance with the strict intent and meaning of the contract without additional cost to the Government.

12.10 Handicab vehicles under the terms of this contract will be Hillsborough County Public Commissioned -licensed and vehicles will be Florida -permitted.

12.11 Each stretcher vehicle shall be equipped with the following:

- A crash stable side or center mounting style litter fastener of the quick release type.
- At least two(s) strap-type restraining devices per stretcher, cot and litter to prevent longitudinal and transverse dislodgment of the patient during transit.
- Air conditioning and heating system.
- An inside rear-vision mirror which will enable the driver to view the entire passenger

compartment, at the level at which the passengers ride, in addition to the rear vision mirrors.

- Floor covering material that can be easily maintained in a safe, sanitary, and odor free manner that shall extend the full length and width of the patient compartment.
- A fully operational 1A:10B: C fire extinguisher, in an easily accessible location as a minimum.
- A minimum of 5 feet in height, measured from the finished floor to the finished ceiling, for the patient compartment.
- Operable two-way radio communications capability with the services base station.

12.12 Each wheelchair vehicle shall be equipped with the following:

- A lift facility, operated electrically, hydraulically or mechanically, with sufficient capacity to safely and smoothly lift passengers into the vehicle.
- A secure latching apparatus for locking the wheelchair to the vehicle for each passenger transported a positive means of securely latching or locking to the vehicle the wheelchair, in which the passenger will ride. The latching device shall be designed to prevent any lateral, longitudinal or vertical motion of the passenger conveyance within the vehicle inconsistent with the motion of the vehicle itself.
- Restraining belts or straps, designed to securely confine passengers to wheelchairs in which they are transported.
- Air conditioning and heating system.
- An inside rear-vision mirror which will enable the driver to view the entire passenger compartment, at the level at which the passengers ride, in addition to the rear vision mirrors.
- Floor covering material that can be easily maintained in a safe, sanitary, and odor free manner that shall extend the full length and width of the patient compartment.
- A fully operational 1A:10B: C fire extinguisher, in an easily accessible location as a minimum.
- A minimum of 5 feet in height, measured from the finished floor to the finished ceiling, for the patient compartment.
- Operable two-way radio communications capability with the services base station.

12.13 In order to protect the lives and health of patients, the Contractor will take such safety precautions as the Contracting Officer, or his designate, may determine to be reasonably necessary. The Contracting Officer, or his designate, will notify the Contractor of any safety non-compliance and the action to be taken.

12.14 The Contractor will, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order, stopping all or any part of the work.

12.15 The Contractor personnel are required to interrupt their work at any time so as not to interfere with the normal functioning of the medical facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, emergency and/or service carts. These interruptions should only be occasional. Any interruptions considered to be excessive should be brought to the attention of the Contracting Officer.

12.16 Contractor will be responsible for using appropriate driver screening and selection criteria when employing drivers. Such screening will include but not be limited to testing drivers for prohibited drug use and alcohol misuse; a criminal background check, to the maximum extent permitted by State of Florida law, and, their motor vehicle drivers/operators' license history and driving skills.

12.17 Government reserves the right to thoroughly inspect and investigate the contractor's establishment, facilities, business reputation, equipment and vehicles or require documentation of compliance with contract specifications and State laws, rules, regulations, and guidelines governing medical transport vehicles (handicab ambulances), after contract award. Also, the Government can reject any offer, irrespective of price, that will be administratively determines lacking in any of the essentials necessary to assure acceptable standards of performance. The Government inspections of contractor facilities will in no way constitute a warranty by the Government that the contractor's vehicles and equipment are properly maintained.

12.18 Contractor attests that assigned personnel have fulfilled all testing and screening requirements as described below prior to first duty shift. Evaluations and tests will be current within the past year, except as noted. At VA's request, Contractor will provide proof that all requirements are current and fully met as described, within 2 days of request.

12.19 The Contractor will furnish all equipment and supplies not identified in Section 3 of the PWS as Government-Furnished supplies and equipment or specifically identified in this section. The handicab vehicle under the terms of this contract will be Hillsborough County Public Commissioned -licensed and vehicles will be Florida -permitted.

12.20 Contractor Vehicles will contain at a minimum, the following:

- Loading platform will be integral to the vehicle and made of a least thirteen (13)-gauge steel. Platforms will have raised edges, be counter balanced, self-adjusting to curbs and sidewalks, and self-storing. When not in use platform will be securely stored so as not to block the vision if the driver or inconvenience the patient.
- Side and rear loading doors will be operational from both inside and outside vehicle.
- Vehicle will have clamp cleats or belts to firmly anchor wheelchair/scooters and prevent movement in any direction.

- Steps will be treated with non-skid material.
- Vehicle will have safety belts for all occupants.
- Vehicle will have working heating, air conditioning, and adjustable temperature controls.
- Vehicle will contain four (4) emergency flares and warning lights, and one (1) five (5) pound ABC rated fire extinguisher with fire extinguisher tag showing record of inspections.
- Vehicle will contain a First Aid Kit and band aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape, scissors, eye pads, and ammonia inhalants. All items will be packed in sterile containers.
- Each vehicle must have clean blankets, linen, or disposable sheets to be used for each patient.
- Vehicle will have on board supplies to provide infections control precaution procedures.
- A two-way radio that will be fully operational at all times during contract performance and map/directional device.
- The Contractor will provide sheets, blankets, other equipment and supplies required for use while in transport.

12.21 Every driver under this subchapter will post their driver's permit in such a manner as to be continually visible and readable at all times by any and all passengers as required by Florida State Law.

12.22 Any and all government equipment, linens, etc., taken with patients must be returned. The Contractor will furnish all linens, blankets, and supplies. The JAHVA Medical Center will not participate in a linen exchange program or any supply exchange program. The Contractor will not be permitted to borrow medical equipment from the Medical facilities. The Contractor will provide all sheets, and blankets and other equipment and supplies required for use while in transport, for direct patient care. Contractor will at no time and under any circumstances exchange supplies, equipment, and/or medications with the JAHVA.

XII. INFECTION CONTROL/EBOLA

13.1. For those with previous documented positive Purified Protein Derivative (PPD) test results: All Contractor personnel will provide a note from their physician, dated within the past three months stating they are free of any signs and symptoms of tuberculosis. This evaluation will be renewed annually.

13.2. For those with previously negative PPD skin test results: All Contractor personnel will provide proof of a negative reaction to PPD testing, performed in accordance with the latest CDC standards and CDHC/California Tuberculosis Controllers Association guidelines, within the past 6 months. This test will be renewed annually. Contractor is responsible for providing this annual document to the COR.

13.3. For PPD skin converters (a change from a previously negative skin test to positive; defined as an increase in duration of 10mm or more than 2 years). An evaluation from their physician within 30 days of the positive test stating they are free from signs/symptoms of TB and indicating whether prophylactic

treatment is indicated. If treatment is indicated, a note from the physician stating it was satisfactorily completed.

13.4. All Contractor personnel will provide proof of immunization for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1/8, a rubella immunization will be administered with a follow-up documentation provided to the COR. Provide a history of varicella or, if unknown, results

13.5. Contractor employees will be trained on how to handle bio-hazardous waste during transport and how to properly dispose of bio-hazardous waste in designated containers, including how to dispose in designated containers when onsite at James A. Haley Veterans Hospital or New Port Richey Out Patient Clinic. The Contractor will not dispose of any bio-hazardous materials at any location on the medical facility premises that are not designated for bio-hazardous waste.

XIV PATIENTS RECORDS AND PRIVACY

14.1. To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the HHS/OIG List of Excluded Individuals/Entities on the OIG website (www.hhs.gov/oig) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are NOT listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

14.2. The Contractor is a VA contractor and will assist in the provision of health will patients seeking such care from or through VA. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a VA contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of VA records access and patient confidentiality, the Contractor is considered to be a VA contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7362. Therefore, Contractor may have access, as would other appropriate components of VA, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the contract, the Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from VA has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA.

14.3. The records referred to above will be and remain the property of VA and will not be removed or transferred from VA except in accordance with U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records.

14.4. The VA (and therefore the Contractor) must comply with all applicable privacy and confidentiality statutes and regulations. Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs. In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with the VA.

XV. QUALITY CONTROL

15.1. The Contractor will establish and maintain a complete Quality Control Program (QCP) to assure the requirements of this contract are provided as specified, during the life of the contract.

15.2. The Contractor's QCP will include the following inspection plan covering all services required by this contract.

15.3. The inspection plan must specify the type of inspections (i.e. scheduled, unscheduled), areas for inspection, frequency of inspections, and who will conduct the inspections, with his/her title specified.

15.4. The inspection records must note findings and necessary corrective action taken, the timeframe, and follow-up responsibility/issues. The VA reserves the right to request copies of any inspection.

15.5. The Contractor must have established internal procedures for updating medical service protocols that have been revised, requires changes, and/or incorporation of new protocols since licensing. The changes to processes, equipment, and/or protocol that may affect performance of contract must be communicated in writing to the Contracting Office.

15.6. The Contractor will establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. An original and one (1) copy of this QCP will be forwarded to the CO along with the requested initial proposal. The Contracting Officer will review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The Contractor Team's QCP will include the following or have incorporated into during performance of contract, at a minimum:

- a. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, or the title of the individual(s) who will perform the inspections.
- b. Records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
- c. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

- d. Records of all vehicle maintenance and repairs performed, on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of patients in the event of mechanical breakdown of vehicle.
- e. Records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- f. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios or communication device.
- g. Records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.
- h. The Contractor must have quality improvement mechanisms in place that allows their company to evaluate the quality of services performed by using established methods for identifying and preventing deficiencies before the level of performance becomes unacceptable. Specific organizational monitoring functions and areas must be identified with levels of responsibility associated, noting intermediate supervisory responsibility and overall management responsibility for ensuring total acceptable performance.
- i. The Contractor must have employee records available on-site that identifies the character, physical capabilities, certifications, and ongoing training records of each employee performing services under this contract.
- j. A log or trip ticket to account for all requests for service - The Contractor must use a log or trip ticket to account for all requests for services. The log will indicate the date and time of service call, name of beneficiary requiring service, type of transportation requested, designated pick-up and delivery points, actual time of arrival a pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed. The trip ticket will also contain a patient trip evaluation section, which should be completed for ongoing monitoring of customer comments.
- k. On site records for tracking of customer complaints and actions taken - The Contractor will keep onsite records for tracking customer complaints or problems with the procedures or initiatives implemented for correction and/or elimination of the problem before negative effects caused interruption of performance on contract. The VA reserves the right to request copies of any complaints received by the Contractor.

XVI. GOVERNMENT TERMS

16.1. Use of Sub-Contractors: The Contractor is free to subcontract service in order to satisfy the service request. However, the prime contractor must ensure that their employees are providing 51% or more of the effort at all times under the contract. All companies utilized as subcontractors will be subject to the

approval of the VA and will meet all requirements of this contract. The Contractor will disclose use of any subcontractors and ensure all certification and training requirements are in compliance with federal, state, and county regulations governing handicab transport services. The Contractor shall complete Subcontracting Plan Model (attachment k) for government review and approval. The Contractor will be responsible for all subcontracting services provided under this contract. Subcontractor's invoices will not be submitted directly to the VA, but rather will be incorporated as part of the prime contractor's regular monthly invoicing.

16.2. Business Associate Agreement (BAA): Contractor shall complete a Business Associate Agreement (BAA) (attachment A) and return the agreement with proposal on due date listed on SF1449. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("HIPAA Rules"), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI).

16.3. Quality Assurance Surveillance Plan (QASP): Contractor shall complete a Quality Assurance Surveillance Plan (QASP (attachment A) and return the agreement on the due date listed on SF1449. This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract.

16.4. Veterans Affairs National Rules of Behavior: The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior (attachment H) for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are completed.

16.5. Contract Modifications: This contract will be Firm Fixed Price (FFP) Requirements with economic price adjustment based on fixed prices for the line items associated with the base and option years listed in the contract. Any adjustment to the line item pricing or other terms and conditions of the contract is only accomplished through a modification signed by the Contracting Officer. If an extraordinary and persistent situation occurs that drastically affects the contract pricing, such as a prolonged gas price increase or fuel shortage, then the Government may consider a reasonable price adjustment through modification. However, the Government will be the sole and final authority on what conditions warrant such consideration and how much the contract pricing will be adjusted.

XVII. INVOICE PROCEDURES

17.1. The contractor will be paid monthly in arrears upon receipt of a properly executed invoice. Each invoice will represent charges covering the first day of the month to the last day of the month. Invoices for payment will include a copy of the trip ticket and the VA authorization number to ensure payments. Invoices should be submitted to the COR via email monthly for review prior to submission to Financial Service Center in Austin, Texas. Each invoice will include:

Authorization number
The contract number
Purchase order number
Patient's name
Patient's last four Social Security Number
Date of Service
Origination/Destination of Trip
Mileage charged, if applicable
Total number of miles traveled
Total cost, according to contract pricing

17.2. All charges incurred in the use of supplies and/or equipment is to be included in the unit prices quoted. The James A Haley VA Medical Center reserves the right to reject payment for additional supplies and/or equipment used in the performance of this contract unless specifically ordered or required for patient care and it is not a common item customarily furnished.

XVIII. BACKGROUND INVESTIGATION and SPECIAL AGREEMENT CHECKS

18.1. All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background investigation commensurate with the level of access needed to perform the statement of work is: NACI. This requirement is applicable to all subcontractor personnel requiring the same access.

18.2. The position sensitivity has been designated as **LOW** risk. The level of background investigation commensurate with the required level of access is National Agency Check (NACI) with written inquiries.

18.3. Within five (5) business days of receiving the "Notice of Award" letter, the contractor shall submit a completed Contract Security Services Request Form (attachment E) to the Contracting Officer Representative. Upon receipt of the Contract Security Services Request Form the Contracting Officer Representative shall immediately review, sign and forward it to the Veteran Security Center (VSC) via encrypted e-mail at VSCSecurity@va.gov or fax to 216-447-8025 or James A Haley Security Manager.

18.4. Within five business days of receiving the "Notice of Award" letter, each contract employee listed on the Contract Security Services Request Form (attachment E) must be fingerprinted and complete a Contractor/Employee Fingerprinting Request (attachment F). The "Notice of Award" letter instructs the contractor to contact the COR at the JAHVA facility with assistance in scheduling an appointment to be fingerprinted.

18.5. Once a contract employee has submitted the required paperwork and has been fingerprinted, the VSC conducts the background screening. The VSC may request an applicant to complete and send an OPM Optional Form 306, Declaration of Federal Employment, if issues are identified. Upon completion of a background screening, the VSC shall forward a "Fingerprint Check - National Criminal History Check Completion Notice" (NCHC) to the Contracting Officer, which shall indicate a favorable or unfavorable screening decision for each contract employee listed on the form.

18.6. Notice to Proceed Letter: Upon receipt of the NCHC notice from the VSC, and verification of a fully executed local or National Business Associate Agreement if required, the Contracting Officer shall

send the contractor a “Notice to Proceed” letter with a copy of the NCHC notice, which shall instruct those contract employees who have favorable screening decisions to begin working and fulfill remaining security requirements.

18.7. Background Investigations: If the contractor is required to have a background investigation, the VSC enters the request in the VA Security and Investigation Center (SIC) database. Once the VA SIC processes the request, the contractor POC, contract employee, CO, COR and VSC receive an e-mail with instructions for completing the Electronic Questionnaire for Investigations Processing (e-QIP). The contract employee must complete the e-QIP within five (5) business days of receiving the e-mail from the VA SIC. If the e-QIP is not completed within the required timeframe, the CO shall notify the contractor that the individual is prohibited from working on the contract (or delivery/task order) until the e-QIP is completed.

XIX. SANITIZATION AND CERTIFICATION OF STORAGE DEVICES

19.1. Contractor Security Control Assessment: The contractor shall complete a Contractor Security Control Assessment (CSCA) (attachment G) for the certification to safeguard, store, access, maintain or transmit Veterans sensitive information. The CSCA shall be completed and returned to the COR/ISO within thirty days after contract award. The CSCA is a checklist built around the framework of the National Institute of Standards and Technology (NIST).

19.2. Physical destruction: The vendor shall utilize an approved VA physical destruction method for destruction/sanitation of storage devices with Veterans sensitive information. The method shall include disintegrate, shred, pulverize, and incinerate. Incinerate hard disk drives by burning the hard disk drives in a licensed incinerator. USB Removable Media (Pen Drives, Thumb Drives, Flash Drives, Memory Sticks) with Hard Drives Overwrite media by using agency approved and validated overwriting technologies/methods/tools. The contractor can contact the COR for information on a VA approved software program for the sanitation of hard drives.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES—FIXED PRICES ALTERNATE IV (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2015
52.247-28	CONTRACTOR'S INVOICES	APR 1984

C.2 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

C.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3. ☐
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3. ☐
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class
12010 Ambulance Driver

Monetary Wage-Fringe Benefits
WG-6 18.98 hrly/25%

[X] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 7,870,000.00;
 - (2) Any order for a combination of items in excess of 37,870,000.00; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.7 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the

Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract.

(End of Clause)

C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

(End of Clause)

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond base year of contract expiration date. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond base year of contract expiration date, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.14 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

C.15 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)

(a) Indemnification. The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of

work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) Insurance. Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

C.16 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions*. As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests*. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission*. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.17 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment A Business Associate Agreement (BAA).

See attached document: Attachment B Quality Assurance Surveillance Plan.

See attached document: Attachment C Past Performance References.

See attached document: Attachment D Past Performance Questionnaire.

See attached document: Attachment E Contract Security Services Request.

See attached document: Attachment F Contractor Employee Fingerprinting Request.

See attached document: Attachment G Contractor Security Control Assessment.

See attached document: Attachment H VA-National-Rules-of-Behavior.

See attached document: Attachment I Information Technology Security.

See attached document: Attachment J Wage Determination - WD 05-2125 (Rev.-20).

See attached document: Attachment K Subcontracting Plan Model.

SECTION E - SOLICITATION PROVISIONS

E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

E.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity

Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.6 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise

successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.7 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

I. INTRODUCTION

- A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1. Technical Capabilities**
- 2. Past Performance**
- 3. Price**

B. **Lowest Price Technical Acceptable:** The Government will award one contract to the responsible offeror who submits the **Lowest Price Technically Acceptable (LPTA)** offer conforming to the requirements of this solicitation. The Government will determine each offer's acceptability based on a fair and consistent evaluation process. Each offer will be rated as either "acceptable" or "unacceptable" for each evaluation factor listed below. All factors must be rated as "acceptable" in order for the offer to be evaluated further for price. If any factor is determined to be "unacceptable", the entire offer will not be considered further for award. Evaluation of price will be made on the total proposed price (including base and all option years) and must also be determined to be fair and reasonable. Offerors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a proposal on the basis that the offeror does not fully understand the requirement.

Information not contained in an offeror's proposal will not be considered during the evaluation with the exception of Government obtained past performance. The Government intends to make award selection without discussions, but may determine after evaluating proposals submitted that discussions are necessary and conduct them as appropriate. The Government reserves the right to make no award if no offers meet the requirements of this solicitation.

C. **Options:** The Government will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic requirement, plus an additional 6 months of the proposal fourth option period. The Government may determine that a proposal is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

II. AWARD BASED ON INITIAL OFFERS:

A. **Submission of offeror:** Offerors are cautioned to submit their initial proposals based on most favorable terms, price, technical and past performance. The Government reserves the right to make an award based on initial proposals received, without discussions. There shall be no public bid/proposal opening on the due date specified in block 8 of the SF 1449.

Offerors shall submit a clear and logical technical and price proposal that fully demonstrates their understanding and ability to meet the requirements listed in the Performance Work Statement (PWS) of this solicitation. The offeror shall provide specific details of their technical approach, capabilities, and experience and avoid broad generalized statements. Simply restating the requirements from this solicitation into the offeror's proposal is not demonstration of understanding and ability. It is very important that the offeror's technical proposal also clearly addresses all the evaluation factors listed separately under the Basis for Award in this solicitation. Offerors are reminded that the burden of providing sufficient information and details rests with them.

Offers will be considered only from offerors who are regularly established in the business called for and whom the Contracting Officer (CO) can determine to be financially responsible via Experian Premier Profile and able to show evidence of their reliability, ability, experience, and personnel directly employed or supervised by them to render prompt and satisfactory service. Both performance and proposal risk will also be considered and evaluated.

III. BASIS OF AWARD

A. **Evaluation factors:** This solicitation will be **Lowest Price Technically Acceptable**. Award will be made on the basis of the lowest evaluated price of proposals meeting the acceptability standards. The following factors shall be used to evaluate proposals:

1. **Technical Capabilities**
2. **Past Performance**
3. **Price**

B. **Technical Proposal Basis of Award:**

1. **Submission requirements:** The Government will review the Offeror's Management Plan and Resource Plan. Offeror's proposal must identify and demonstrates that the Offeror

has the management capability and resources to meet requirements necessary to successfully perform the services in accordance with Joint Commission, VA and Florida Medical Services Law, Rules, Regulations and Guidelines.

Management Plan: The Management Plan shall describe Standard Operating Procedures (SOPs) utilized while conducting normal transportation activities. As a minimum, the contractor shall describe:

- Operational procedures and site management structure.
- Quality assurance/quality control program.
- Incident response procedures
- Company safety procedures in case of emergencies in transit.

Resource Plan: The Resource Plan will be comprised of two sections: 1) Staffing; and 2) Equipment.

Staffing: The Offeror shall provide companies' ability, skills, and experience providing the full range of services covered under this solicitation. .

Staffing

- Capacity/Position in which the employee will serve.
- Education and Training; general and specialized.
- Experience relevant to supporting this requirement.
- License/Certifications currently held

Equipment

- Equipment: Offeror shall submit an equipment plan for supporting this effort. As a minimum, the plan will identify the following:
- Make and Model (to include model year) of vehicles.
- Accessories; support equipment and features in each vehicle.
- Statement attesting that the vehicle meets the Hillsborough County standards in place at the time of vehicle construction.
- Copies of applicable license and permits

2. Technical capabilities evaluation factors (Management & Resources)

FACTOR ONE – TECHNICAL APPROACH AND CAPABILITIES: The contractor clearly understands the Government's requirements as described in the PWS and has created a valid approach to meet them. The contractor provides a clear process that delivers 24/7 handicab wheelchair, stretcher and scooter transportation services to the Government. The contractor provides a management plan for safeguarding and securing confidential data and patient information. The contractor clearly understands and complies with all information safeguarding procedures applicable to the Health Insurance Portability and Accountability Act (HIPAA), specifically as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia. The contractor has clear and established safety requirements for all employees and transportation operations that detect, prevent, and correct safety issues.

Required Documentation: A technical proposal that fully meets the PWS requirements and evaluation criteria provided. This includes addressing the company's HIPAA procedures and a description of company safety measures and protocol for patient transport.

FACTOR TWO – STAFF AND TRAINING: The contractor has the necessary staffing required for all services required in the PWS for 24/7 handicab wheelchair, stretcher and scooter transportation services to the Government. The contractor has the ability to respond within the specified times and uses certified and licensed technicians/attendants/drivers as applicable. The contractor has the necessary trained/experienced staff and technical resources to fully meet the requirements as described in the PWS and has a method of verifying current and valid licenses/certifications of employees prior to beginning work. The offeror has a systematic approach for employee record keeping, background checks, and tracking training and for following ongoing training licensure/certification renewals, etc.

Required Documentation: A staffing proposal that includes a company organization chart and identifies key personnel and qualifications. Provide copies of certifications and/or other credentials for drivers and attendants. Provide copies of orientation policy and driver training documentation. Provide a description of employee training record tracking systems.

FACTOR THREE – VEHICLES, EQUIPMENT and FACILITIES: Offeror must demonstrate the ability to provide the necessary equipment/facility required for all services required under this contract. Offeror must demonstrate the ability to provide handicab wheelchair, stretcher and scooter transportation vehicles, which have passed Department of Transportation and Hillsborough County Public transportations inspection. The contractor has the necessary trained/experienced staff and technical resources to fully meet the requirements as described in the PWS.

Required Documentation: Provide documentation describing proposed equipment to perform services under this contract. Provide most recent copy of vehicle inspections.

FACTOR FOUR – QUALITY CONTROL PLAN: The offeror has a valid trip documentation form that includes the date, the patient's name, time of pick-up, destination, time of drop off, and a notes section. The Offeror must submit a description of the metering devices, methods, software, etc. proposed for use in determining mileage. The Offeror must describe what software is currently being used by the company. The offeror must have the following: An Inspection plan covering all services required by this contract that specify the areas to be inspected, the schedule, frequency, documentation of what is covered, title of the individuals who perform inspections. A record keeping system of all inspections conducted by the offeror noting necessary corrective action taken. Incorporation of either an active or established internal policy or procedures for updating medical service protocols that may affect performance of the contract. The methods used for identifying deficiencies in the quality of service performed. A system for addressing complaints or problems and tracking follow-up actions/procedures taken. The offeror has appropriate programs, policies and procedures in place to promote a drug free workplace by identifying and taking corrective action with employees who are found to be using illicit drugs.

Required Documentation: Provide a copy of the trip ticket the company uses, or proposes to use under this contract. As well, as the name and description of the software that you use to store transportation records and/or determine mileage for transports. Provide a copy of the Company Quality Control Plan. Provide a copy of recent inspection form. Provide a copy of the company policy and procedures for updating medical service protocols or equipment. Provide a copy of the company policy and procedures for addressing customer complaints. Provide a description of the procedures taken to promote a drug free workplace.

FACTOR FIVE – LICENSES, CERTIFICATIONS, AND INSURANCE: Offerors shall provide a valid Certificate of Public Necessity (COPCN) licensed by the Hillsborough County Public Transportation Commission to provide handicab wheelchair, stretcher and scooter transportation services to the Government at the closing date and time of the solicitation. Meets all requirements of Federal, State, County, or city codes regarding operation of this type of service. Offeror must hold a worker's compensation, employer's liability, and general automobile liability insurance. Insurance coverage shall be in accordance with Federal, State, and Local Laws.

Required Documentation: Provide copies of all applicable licenses. Provide current certificate of insurance evidencing required coverage.

C. Past Performance Basis of Award:

1. Submission Requirements: Past performance refers to the quality of performance from the customer's perspective. The Offeror and committed subcontractors shall provide a list of references; a minimum of two (2) references each, but not more than three (3) each. The list shall utilize the format provided by attachment C: past performance references. A short narrative describing the services provided to each reference shall accompany the list. As a minimum, the narrative shall discuss each type of service provided and the number of trips made during the most recent year of performance. References shall be those customers asked to complete and return a Past Performance Questionnaire: attachment D to the Contract Specialist via email johnny.jones3@va.gov. The Government will evaluate past performance information in which performance has been completed within three (3) years preceding the date of solicitation or is well underway (a minimum of six months of continuous performance). The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available.

For this requirement, recent and relevant past performance is defined as follows:

- ✓ Recent. Contracts performed within the last three (3) calendar years from the issuance date of the solicitation
- ✓ Relevant. Defined as work similar in complexity and magnitude of the work described in the PWS. VA jobs are preferred. However, if you do not have VA experience, other Federal or public contracts may be listed. The Government will use the data provided to survey references. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success.

It is at the Government's discretion to determine whether past performance information furnished is or is not considered similar to the size and complexity of the present requirement.

Proposals will be evaluated to determine whether the Past Performance is "Acceptable" or "Unacceptable", using the following ratings and descriptions.

- ✓ Acceptable. Based on the vendor's performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort, or the vendor's performance record is unknown. In the case of a vendor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the vendor shall be

determined to have unknown past performance. In the context of acceptability/unacceptability, “Unknown” shall be considered “Acceptable”.

- ✓ Unacceptable. Based on the vendor’s performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort.

Past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances of the acquisition through interviews with program managers, CORs and COs, or other sources known to the Government.

Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the proposal and data obtained from other sources, and may contact customers other than those identified in the proposal when evaluating past performance. Since the Government may not necessarily interview all of the sources provided in the proposal, it is incumbent upon the vendors to explain the relevance of the data provided. While the Government may elect to consider data obtained from other sources, the burden of proving past performance rests with the offeror submitting a proposal.

The Government may reject a proposal if it is found that any information that has a negative Impact on the vendor’s past performance record has been deleted, misrepresented, or withheld.

Vendors may provide information on problems encountered on the contracts identified in their past performance submissions and any corrective actions.

A proposal with Past Performance rating of “Unacceptable” an overall rating of “Unacceptable” for this factor will not be eligible for award.

The Past Performance Questionnaire (PPQ) included in this solicitation (Attachment D) is provided for the Offeror and its committed subcontractors to submit to references. Ensure correct phone numbers and email addresses are provided for the referenced customer’s point of contact.

In addition to the above, the Government may review any other sources of information for evaluating current and past performance. Offeror and committed subcontractors may include performance recognition documents received within the last three years such as awards, customer letters of commendation, and other forms of performance recognition.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete current and past performance information rests with the Offeror.

References should be instructed to submit the completed Past Performance Questionnaires: attachment D directly to the Government’s point of contact, Johnny Jones via email at johnny.jones3@va.gov. The Government requests submission of completed Past Performance Questionnaires not later than **4:00 pm EST, September 4, 2015**.

2. Past Performance Requirements Factors

FACTOR ONE–PAST PERFORMANCE: Offeror exhibits at least three years’ past performance for handicab wheelchair/stretchers, scooter transportation service. The contractor has performed at least one other relevant health care patient survey in the past three years similar in scope to the requirements as described in the PWS. The survey database used must have been external to a VA hospital system (outside the VA system), nationally benchmarked, health care focused, and specific to patient satisfaction with nursing care. Findings and trends must demonstrate overall patient satisfaction with nursing as compared to

benchmarked sources as indicated above. The services provided must have been performed in a favorable manner. The offeror has the experience and capability to perform a contract of this size, scope, complexity and type based on past performance. The offeror is financially responsible. Areas to be surveyed: Quality of Service, Problem Resolution, Timeliness of Performance, Business Relations, Customer Service

Required Documentation: Provide copy of document evidencing business incorporation date, or documentation evidencing experience. The VA requires at least two Past/Present Performance references for the most recent and relevant contracts you've performed, for wheelchair, stretcher and scooter transportation services. Please return this completed references list with your proposal. The VA will contact your listed references to verify the quality of service performed.

IV. PRICE PROPOSAL INSTRUCTIONS:

A. **Submission Requirements:** No price information shall be included in the technical proposal. The price proposal shall include a completed Price/Cost Schedule. The price will be considered and shall be evaluated separately. Proposals must remain open and valid for at least one-hundred twenty (120) days from the opening date.

- Standard Form 1449 – Original signature and data; Contract Administration Data; DUNS Number; Acknowledgement of Solicitation Amendments
- Completed Price/Cost Schedule (Section B of Solicitation)
- Certifications and Representations (Section E of Solicitation)

B. **Price Evaluation:** An evaluation will be performed on the proposed prices. The evaluation will not be assigned an adjectival rating. The Government will evaluate the price proposal to determine whether the offered price is reasonable. Each contract line item will be analyzed to determine whether the unit price is realistic and balanced for the work to be performed, reflecting a clear understanding of the requirements and risk inherent with performance.

Reasonableness of an Offeror's price proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a)(1). For a price to be reasonable, it must represent a price that provides best value to the Government when consideration is given to the independent Government estimate, prices in the market (market conditions may be evidenced by other competitive proposals) and the comparison of offeror's price.

Price proposals that are unrealistically high or low in price when compared to the Government estimate and market conditions evidenced by other competitive proposals received may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the proposal being considered unacceptable.

V. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION:

A. **Transmittal instructions:** Submit one mailing by traceable means to the address specified in Block 9 of the Standard Form (SF) 1449. All transmittal envelopes/packages shall be clearly marked with Solicitation Number **VA248-15-R-0828** at the lower left corner. Offerors proposals are to be submitted in three parts: a technical, past performance and a price/cost proposal. The offeror should include one

original price/cost proposal and two copies of the technical and past performance proposal (one original and two copies). All envelopes/packages shall be clearly marked with the Solicitation Number **VA248-15-R-0828** at the lower left corner and each envelope/package/binder shall be identified as “TECHNICAL PROPOSAL”, PAST PERFORMANCE AND “PRICE PROPOSAL”

No facsimile or electronic copies will be accepted. Please do not use plastic wire-bound binders which make it difficult to scan and to file. Loose leaf volumes are preferred. The offeror should overnight/express mail proposal to:

**Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
Suite 525 Room 506
Attn: Contract Specialist, Johnny Jones
8875 Hidden River Parkway
Tampa Florida 33637**

Proposed pricing shall be fully burdened to include all applicable management, labor, equipment, and travel costs for the base and all option years. The offeror agrees to hold the prices in their offer firm for 120 calendar days from the due date specified in the solicitation. This solicitation does not commit the Government to pay any costs incurred in the submission of an offer. Offerors shall review the solicitation carefully and submit any questions in writing by **4:00 pm EST August 20, 2015**. No phone inquiries will be accepted and late questions may not be answered. If timely questions are received, an amendment to this solicitation will be posted publically with answers and clarification. Questions shall be sent electronically to johnny.jones3@va.gov.

Offers are due by the date and time (EST) indicated in block 8 of the SF1449.

VI. DISCUSSIONS: The Government intends to evaluate proposals and award a contract without exchanges with the offerors. Therefore, each initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

VII. SELECTION PROCEDURE: The government expects selection of the contractor to encompass several steps to determine **best value** to the government as identified in FAR 15.101-2. However, the government may initiate action to award a contract at any point without discussions after review of the proposals. Therefore, each proposal should reflect the Offeror’s best terms, both from a price and a technical standpoint.

VIII. CONTRACT AWARD: Requirements firm fixed price with economic price adjustment contract may be awarded to the offeror whose proposals represent the best value to the VA, considering price and non-price factors as listed in FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999):

E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not

completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs not applicable.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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not applicable

not applicable

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____

.. TIN_____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.10 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Requirements contract with economic price adjustment resulting from this solicitation.

(End of Provision)

E.11 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Network Contracting Office (NCO-8)

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy

Tampa FL 33637

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy

Tampa FL 33637

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

- (a) Any protest filed by an interested party shall:
 - (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.13 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

- (a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.
- (b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.
- (c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest

can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.14 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.15 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.16 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

E.17 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)